

June 27, 2023

Delivered and sent by email

Town of Gravenhurst 3-5 Pineridge Gate Gravenhurst, Ontario P1P 1Z3

Attention: Adam Ager, Manager of Planning Services

Dear Mr. Ager:

Re: Proposed Glen Echo Resort development, Zoning By-law Amendment 2023-35

On behalf of the Muskoka Lakes Association, we wanted to draw your attention to a recent severance application which we thought would be of interest.

Regarding the site plan agreement to be entered into in connection with the Glen Echo matter, we refer to the wording contained in the fourth bullet point on page 2 of the staff report dated June 15, 2023 from the Township of Muskoka Lakes staff (please find a copy attached as Exhibit 1) with respect to the proposed Meda Island severance application, which states that the consent agreement/site plan agreement will contain a condition that each owner must:

"Demonstrate secured means of long-term mainland parking and docking access for the Resultant Lots at all times"

Of particular note, is the language "at all times".

This was in regards to a severance application for part of Meda Island in the north part of Lake Muskoka, in the Township of Muskoka Lakes (the "Township"), to divide the property into 6 lots (the retained lot and five new resultant lots).

The language in the Township's as-adopted Official Plan (please find a copy attached as Exhibit 2) and its in-effect Official Plan are consistent with the language contained in the Town's Official Plan, Section D 14.3.

> Box 298, 65 Joseph Street Port carling, ON POB 110 e info@mla.on.ca

t 705 765 5723 www.mla.on.ca The following is slightly revised wording from our previously suggested language for a provision we suggest be included in the Glen Echo site plan agreement to deal with mainland parking, docking and waste disposal (please also see Exhibit 4):

"The Owner shall be required to obtain and maintain a long-term lease with a marina, or otherwise demonstrate to the satisfaction of the Town, that it has secured adequate long-term arrangements for required mainland parking, docking and waste disposal. The Owner shall demonstrate such arrangements are in place upon request by the Town."

As for the actual marina lease, which I presume will initially be with Villas Marina, please find attached as Exhibit 3 what I consider to be a useful precedent, being the much improved lease agreement between the owners of Mortimer's Point Marina and Mortimer's Point Landing and the Meda Island applicants, Phil Sifft and Paul Donaldson. While the lease is a public document, Messrs Sifft and Donaldson also advised me that I may forward the lease as I see fit and advised their lawyer who drafted it, Melissa Copes of Bala, to provide any assistance I may request (such as a Word version). I note that the lease is for a five-year term with three five-year rights of first refusal (see Section 2). While it would have been preferable to have three five-year renewal terms (as opposed to rights of first refusal) and it would also have been useful to set out in greater detail how the rights of first refusal work, it still results in a potential term of 20 years.

Finally, we note that there are apparently wetlands at the back of the property. Please ensure that the boundary of these wetlands are appropriately delineated so that building does not occur within the wetlands or the appropriate buffer around them. We understand the District has mapping of these and See Meda Island staff report, page 5, last paragraph.]

I hope you find the foregoing useful when it comes time to finalize the site plan agreement and marina lease for the proposed Glen Echo development.

Yours very truly,

Klean

Ken Pearce Vice-President Muskoka Lakes Association

cc. Melissa Halford, Director of Development Services, Town of Gravenhurst Liz Lundell, Chair, Government and Land Use Committee, Muskoka Lakes Association